

Tax Key No.: _____
Last Transfer: _____

GRANT OF EASEMENT
Western Interceptor (Sanitary Sewer Line) Division IV

THE TRUSTEES OF PURDUE UNIVERSITY (the "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof being hereby acknowledged, does hereby give, convey, and grant unto CITY OF WEST LAFAYETTE of Tippecanoe County State of Indiana, and to its successors and assigns, (collectively, the "Grantee") a permanent and perpetual non-exclusive easement and right, to install, construct, operate, patrol, maintain, repair, revise, supplement, remove, and replace a paved maintenance access path (the "Easement"), in, upon, along and over a certain strip of land situated in Tippecanoe County, Indiana, more particularly described in Exhibit A and shown in Exhibit B (the "Easement Area").

This Grant of Easement (the "Grant") is subject to any and all existing easements, right-of-way, and other restrictions of record.

The Grantor further grants to the Grantee the right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

Subject to the provisions hereof, this Grant shall constitute an immediately effective easement.

This is a NON-EXCLUSIVE Easement, and the Grantor reserves the right to grant similar easements to parties other than the Grantee so long as the use of the Easement Area by the Grantee is permitted hereunder is not unreasonably restricted.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Easement Area and has full right and power to grant and convey the rights conveyed herein subject to any and all easements, right-of-way, and other restrictions of record.

The Grantor reserves the full use and enjoyment of the Easement Area not inconsistent herewith. The Grantor reserves the right to construct irrigation systems, parking lots, streets, sidewalks, minor structures not including buildings that would not materially impede access for maintenance, and utilities across, over and along the Easement Area. The Grantor may, as a courtesy, may advise the Grantee regarding improvements in the Easement Area and when other "uses" in the Easement Area are approved by the Grantor.

The Grantor may, at any time at its expense, relocate the Easement Area or portions thereof and any utilities constructed thereon, after approval of such plans and construction by the City, which approval shall not be unreasonably withheld.

The Grantee's installation, construction, patrolling, maintenance, repair, revision, supplementation, removal, and/or replacement of the paved maintenance access path in the Easement Area (collectively, the "Grantee's Work") shall be done as to have a minimal impact on uses of and improvements in the Easement Area and the adjoining lands of the Grantor. The Grantee shall notify the Grantor in writing at least thirty (30) business days prior to any regular Grantee's Work, as well as exercise of its right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor in connection with the Grantee's Work. The City will notify the Grantor as soon as possible of any emergency Maintenance Work. Except for any emergency Maintenance Work, advance notice shall include engineering plans for the Grantee's Work and the Grantor may request any reasonable modification to them that is in accordance to protect the integrity of the Easement Area and adjoining lands of the Grantor, and minimize impact thereon. The timing of regular Grantee's Work shall be conducted in coordination with the Grantor as to avoid interference with the Grantor's uses of its property. The Grantee must be accompanied by a representative of the Grantor during the Grantee's Work, other than (a) during the initial construction of the maintenance path, and (b) during emergencies.

The Grantee shall be responsible for any and all cost and expense to restore the Easement Area and the adjoining lands of the Grantor disturbed by the Grantee to the condition it was immediately prior to being disturbed by the Grantee.

Also, the Grantee shall be responsible for the cost and expense of any damage if the Grantor is prevented from the use of the Easement Area and the adjoining lands of the Grantor due to any Grantee's Work. The Grantee shall pay the Grantor for any and all such costs and expenses within thirty (30) days of the Grantor's written demand for payment.

The Grantee may not remove or trim any trees, brush, or other landscaping in the Easement Area and the adjoining lands of the Grantor without the prior written consent of the Grantor, which shall not be unreasonably withheld.

The Grantee shall and will indemnify and hold the Grantor harmless from and against any and all damage, injuries, losses, claims, demands, or costs resulting from the Grantee's Work in the Easement Area and the adjoining lands of the Grantor by the Grantee, its agents, representatives, employees, contractors, or invitees.

If the Grantee no longer uses the Easement Area and is requested in writing by the Grantor, the Grantee will restore the area to a condition similar to when the Easement was first granted.

In the event either party will be compelled to employ an attorney to enforce the provisions of this Grant, the parties agree that the non-defaulting party will be entitled to all of its legal costs and expenses, including reasonable attorney fees, incurred thereby.

This Grant is binding upon and shall inure the benefit of the heirs, successors, assigns, and licensees of the parties hereto. The Grantee may only assign this Grant with written approval of the Grantor.

This Grant may be executed in one or more counterparts, each of which will be deemed an original copy of this Grant, and all of which, when taken together, will be deemed to constitute one and the same agreement. The signature of any party on a fax document shall be considered to have the same binding legal effects as a signature on an original document.

The undersigned person executing this Grant on behalf of the Grantor represents and certifies that the undersigned is a duly elected officer of the Grantor, and has been fully empowered by proper Resolution or the

By-Laws of the Grantor to execute and deliver this Grant; that the Grantor has full corporate capacity to make this Grant; and that all the necessary corporate action for the making of this Grant has been duly taken.

IN WITNESS WHEREOF, the above-named Grantor, THE TRUSTEES OF PURDUE UNIVERSITY, has caused this Grant to be executed by its duly authorized officer on the _____ day of _____, 2013.

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GRANTOR:

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____

Al V. Diaz
Treasurer

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GRANTEE ACCEPTS AND AGREES:

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest:

Judith C. Rhodes, Clerk-Treasurer

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STATE OF INDIANA)
)SS:
TIPPECANOE COUNTRY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared THE TRUSTEES OF PURDUE UNIVERSITY, by Al V. Diaz, its Treasurer, who acknowledged the execution of the foregoing Grant for an on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____
Day of _____, 2013.

Signature: Karen M. Ferry

Printed Name: Karen M. Ferry

Notary Public

County of Residence: _____

My Commission Expires: _____

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STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared John R. Dennis, Sana G. Booker, Bradley W. Marley, Jonathan C. Speaker, and Elizabeth M. Stull of the WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY, acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____
Day of _____, 2013.

Signature: _____

Printed Name: _____

County of Residence: _____

My Commission Expires: _____

This document was prepared by:
Eric H. Burns
Withered & Burns LLP.
8 N. Third Street, Suite 401
PO Box 499
Lafayette, IN 47902

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Eric H. Burns

484899v1

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EXHIBIT "A"

Project: Maintenance Path

Parcel: 1 Easement

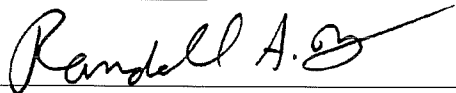
Tax I.D.: 164-03400-0010

Sheet: 1 of 1

A part of the South Half of the Southwest Quarter of Section 19, and a part of the North Half of the Northwest Quarter of Section 30, Township 23 North, Range 4 West, Tippecanoe County, Indiana, and being that part of the grantors' land lying within the easement lines depicted on the attached Exhibit "B", more particularly described as follows:

Commencing at the northwest corner of said Section 30; thence South 00 degrees 32 minutes 31 seconds East 14.43 feet along the west line of said Section to a southern line of the 68.863 acre tract of land described in Deed Record 78, Page 2334 (all referenced documents are recorded in the Office of the Recorder of Tippecanoe County, Indiana); thence South 88 degrees 45 minutes 16 seconds East 399.65 feet along said southern line to an eastern corner of the State of Indiana land described Instrument 201010006956 and Instrument 201010006958 (bearings based on said instruments), and being the point of beginning of this description; thence North 23 degrees 07 minutes 17 seconds West 40.56 feet along the eastern line of said State of Indiana land; thence South 88 degrees 45 minutes 16 seconds East 388.00 feet; North 65 degrees 23 minutes 24 seconds East 34.10 feet; thence South 88 degrees 45 minutes 16 seconds East 3.70 feet to the east line of an existing road, known as South Russell Street; thence South 01 degrees 14 minutes 44 seconds West 51.82 feet along said east line to a southern line of said 68.863 acre tract of land; thence North 88 degrees 45 minutes 16 seconds West 405.65 feet along said southern line to the point of beginning, containing 15,581 square feet or 0.358 acres, more or less.

Given this 15th day of April, 2013.



Randall A. Nick, L.S.

Registered Land Surveyor

State of Indiana, Surveyor No. 20900163

This description was prepared for Greeley and Hansen by Butler, Fairman & Seufert, Inc.

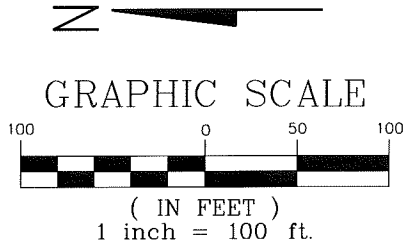


PARCEL NO. : 1
 PROJECT NO. : 5486
 PROJECT NAME: MAINTENANCE PATH
 COUNTY : TIPPECANOE
 SECTION : 19 & 30
 TOWNSHIP : 23 N.
 RANGE : 4 W.

OWNER : PURDUE UNIVERSITY
 D.R. 78, PG. 2334, DATED 05/12/1978

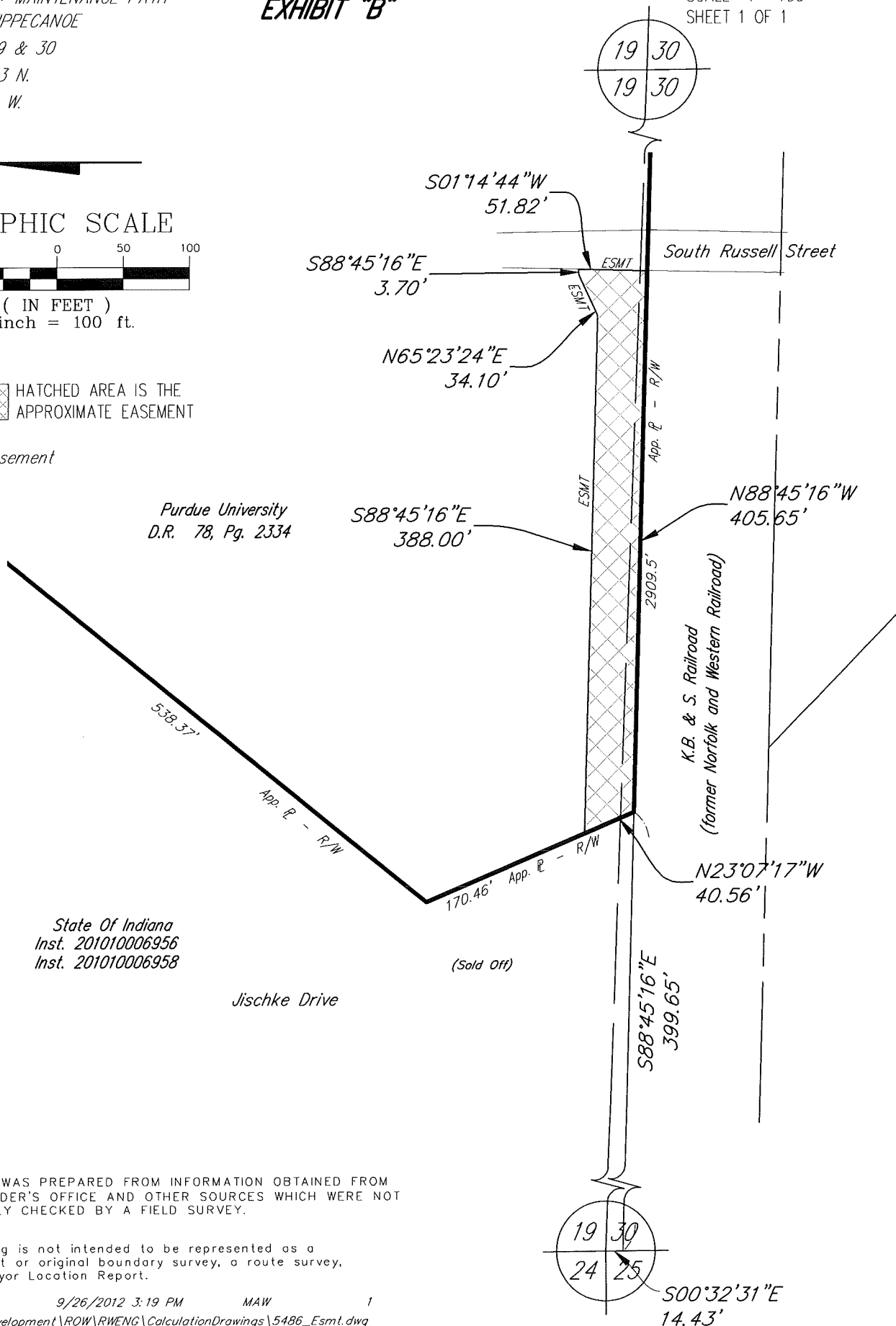
DRAWN BY: RAN 04/02/2013
 CHECKED BY: RAN 04/05/2013
 SCALE : 1" = 100'
 SHEET 1 OF 1

EXHIBIT "B"



HATCHED AREA IS THE APPROXIMATE EASEMENT

ESMT = Easement



THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

Note:
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.